



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt resolution approving contract in the amount of \$425,822 with Lodi Unified School District and the City of Lodi Parks and Recreation Department to provide After School Education and Safety program (ASES) at eight locations during fiscal year 2007-2008

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Parks and Recreation Director

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**RECOMMENDED ACTION:** Adopt resolution approving contract in the amount of \$425,822 with Lodi Unified School District and the City of Lodi Parks and Recreation Department to provide After School Education and Safety program (ASES) at eight locations during fiscal year 2007-2008.

**BACKGROUND INFORMATION:** The Parks and Recreation Department and Lodi Unified School District ("District") have negotiated an agreement for the City to operate the ASES programs at Heritage, Needham, Lawrence, Washington, Beckman, Nichols, Woodbridge and Borchardt Elementary Schools for fiscal year 2007-08. The District is the grantee and the City of Lodi will be the sub-recipient of the grant funding through the California Department of Education.

In order to provide the recreational component required by After School Safety and Enrichment grant standards, the District has entered into agreements with participating Community Based Organizations of which the City of Lodi Parks and Recreation Department is one. Other participating Community Based Organizations are the City of Stockton Parks and Recreation Department and the Lodi Boys and Girls Club. Each of these organizations will provide staff and supervision for their respective sites. Costs to provide the aforementioned services will be reimbursed to the participating Community Based Organizations by the District as the programs' designated fiscal agent as per the Agreement.

Staff recommends that this contract be implemented pending approval by the Lodi Unified School District Board on July 10, 2007.

**FISCAL IMPACT:** The terms of the agreement include estimated revenues to the City of Lodi Parks and Recreation Department of \$425,822. These revenues will be received on a reimbursement basis (as costs are incurred by the City the District will reimburse the City). Therefore, the programs would be operated on a no cost basis (there will be no general fund contribution for the operation of these programs).

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APPROVED:   
Blair King, City Manager

**FUNDING AVAILABLE:** Funding will be provided by the After School Safety and Enrichment grant that was awarded [REDACTED] District [REDACTED]

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**Steve Dutra**  
**Interim Parks and Recreation Director**

*Prepared by Rachel Sandoval, Recreation Supervisor*

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*cc: City Attorney*

LODI UNIFIED SCHOOL DISTRICT  
Division of Business Services

**MASTER CONTRACT FOR After School Education and Safety Program (ASES)**

This agreement is entered into between Lodi Unified School District, hereinafter called the District, and City of Lodi Parks and Recreation Department hereinafter called the Contractor. Contractor shall provide the following services; in coordination with the District to plan a program through a collaborative process that includes parents, youth, and representatives of participating public school sites, government agencies (e.g., parks & recreation departments), local law enforcement, community organizations, and the private sector. This contract will be entered into to provide support for education in a safe, constructive environment offering academic and enrichment components to assist the District in significantly increasing student performance and eliminating the achievement gap.

The services will begin on July 23, 2007 and be completed by June 2, 2008. Services will be provided at Beckman Elementary, Lois Borchardt Elementary, Heritage Elementary, Lawrence Elementary, Needham Elementary, Nichols Elementary, Washington Elementary and Woodbridge Elementary Schools.

In consideration of the services to be rendered by the Contractor, the District agrees to pay the Contractor a progress payment every 45 days, upon prior receipt and approval of a work completion statement.

Amount not to exceed Four hundred twenty-five thousand, eight hundred twenty-two dollars. \$425,822.00

Funding/Account Code: 01.6010.8.1 110.1002.5800.XXXX.6412

Contractor agrees to comply with all provisions of Education Code Section 45125.1. Prior to commencing work, Contractor will conduct criminal background check of all employees assigned to the Lodi Unified School District and will certify that no employees who have been convicted of serious or violent felonies as specified, will have contact with pupils, pursuant to this Agreement. Contractor must provide the Lodi Unified School District with a list of all employees providing services pursuant to this Agreement, and designate to which sites they will be assigned. Failure to comply with this law may result in, or at District's sole discretion, termination of this Agreement. The District also has the option to terminate for convenience or should the District determine that the Contractor is in default. In the event the District desires the option to terminate for convenience, the District will owe the Contractor an amount to cover the amount of work completed to that date. Contractor warrants and represents that Contractor understands the scope of the contracted work to be completed and that Contractor represents and warrants to the District that Contractor is qualified to perform the intended services.

This agreement, and any documents referred to on the face hereof, constitutes the entire agreement between the two parties, and supersedes any prior agreements with respect to the matters herein. By signing this agreement, both parties agree to the terms and conditions.

Contractor hereby covenants and agrees that the District, its officers, agents, employees, members or representatives shall not be liable for any loss, damage, injury or liability of any kind person or property arising from the acts, omissions or negligence of Contractor. Each party agrees to indemnify and hold the other harmless from any and all liability caused by their respective performance of this agreement, save and except for the others sole negligence.

Contractor

District


Approved by: **Blair King, City Manager**      Date \_\_\_\_\_  
Address: **125 N. Stockton St.**  
**Lodi, CA 95240**  
Phone: **(209) 333-6742**

Approved by: **Douglas D. Barge, CBO**      Date \_\_\_\_\_  
Date of Board Ratification: **7/10/07**

APPROVED AS TO FORM:

  
D. Stephen Schwabauer, City Attorney

ATTEST:

  
Randi Johl, City Clerk

RESOLUTION NO. 2007-133

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE A  
CONTRACT BETWEEN LODI UNIFIED SCHOOL  
DISTRICT AND THE CITY OF LODI TO PROVIDE AFTER  
SCHOOL EDUCATION AND SAFETY PROGRAM AT  
EIGHT LOCATIONS DURING FISCAL YEAR 2007-08

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute a contract in the amount of \$425,822 between Lodi Unified School District (Grantee) and the City of Lodi (Sub-recipient) to provide After School Education and Safety Program at eight locations during fiscal year 2007-08.

Dated: July 18, 2007

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I hereby certify that Resolution No. 2007-133 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:


AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, and  
Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Hitchcock

ABSTAIN: COUNCIL MEMBERS – None

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RANDI JOHL  
City Clerk